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### RETAIL POWER SALES AGREEMENT between DOMINION ENERGY SOUTH CAROLINA, INC. and SHAW INDUSTRIES GROUP, INC.

THIS RETAIL POWER SALES AGREEMENT ("Agreement"), which includes Appendices A, B, C, D, and E attached hereto and made a part hereof, is entered into between DOMINION ENERGY SOUTH CAROLINA, INC. ("Company or "DESC"), a South Carolina corporation, and SHAW INDUSTRIES GROUP, INC. ("Customer") (each a "Party" and together the "Parties"), and shall be effective as of January 1, 2020 (the "Effective Date").

### RECITALS

WHEREAS, Customer owns and operates a cogeneration facility, rated between kW at its plant located at 4401 Saint Andrews Road, Columbia, SC 29210-4151 (the "Generator"), for the purpose of providing thermal and electric energy to the facilities it owns and operates in Columbia; and

WHEREAS, Customer intends to be its own primary supplier of electric energy at its Columbia location and have Company act as a secondary backup supplier of such energy under this Agreement; and

WHEREAS, Customer's Generator lacks sufficient capacity to meet all of Customer's electrical needs under all conditions, therefore Company will supply and Customer wishes to contract for firm unscheduled electric power and energy for said shortfall under Rate 23 (a copy of which is attached as Appendix B) (electric power and energy supplied and purchased under Rate 23 under this Agreement is referred to herein as "Supplemental Power"); and

WHEREAS, Company also wishes to sell and Customer desires to purchase electric power and energy in excess of Supplemental Power on an interruptible and unscheduled "economy" basis (as further defined in Appendix A, "Economy Power"); and

WHEREAS, when the Generator is unavailable to meet the Customer's needs, Company wishes to sell and Customer desires to purchase electric power and energy in excess of Supplemental Power up to the Generator's rated nameplate capacity as of the date of this Agreement on an interruptible and unscheduled "standby" basis (as further defined in Appendix A, "Standby Power"); and

WHEREAS, when the Generator is unavailable to meet the Customer's needs, Company wishes to sell and Customer desires to purchase electric power and energy in excess of Supplemental Power on a firm and scheduled "maintenance" basis (as further defined in Appendix A, "Maintenance Power").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

### **ARTICLE 1**

### **DEFINITIONS**

Unless otherwise defined in this Agreement, the capitalized terms used in this Agreement have the meanings set forth below whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement but not listed in this Article 1 have the meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

- "Commission" means the Public Service Commission of South Carolina.
- "Company" has the meaning set forth in the introductory paragraph hereof.
- "Customer" has the meaning set forth in the introductory paragraph hereof.
- "Economy Power" has the meaning set forth in the Recital paragraphs hereof and Appendix A.
  - "Effective Date" has the meaning set forth in the introductory paragraph hereof.
  - "Generator" has the meaning set forth in the Recital paragraphs hereof.
  - "kVA" means kilovolt amperes.
  - "kVAR" means kilovolt amperes reactive.
  - "kW" means kilowatt.
  - "kWh" means a kilowatt hour.
- "Maintenance Power" has the meaning set forth in the Recital paragraphs hereof and Appendix A.
  - "On-Peak" and "On-Peak Hours" have the meaning set forth in Appendix A.
  - "Off –Peak" and "Off-Peak Hours" have the meaning set forth in Appendix A.
  - "Party" and "Parties" have the meaning set forth in the introductory paragraph hereof.
  - "Initial Term" has the meaning set forth in Article 2, Section (a).
- "Rate 23" means the Company's tariffed rate schedule for Industrial Power Service using that designation, a current copy of which is set forth in Appendix B, as approved by the Public Service Commission of South Carolina.

"Standby Power" has the meaning set forth in the Recital paragraphs hereof and Appendix A.

"Supplemental Contract Demand" has the meaning set forth in Article 5, Section (b)(1).

"Supplemental Power" has the meaning set forth in the Recital paragraphs hereof.

### **ARTICLE 2**

### TERM AND OPTION TO RENEW

- (a) This Agreement shall remain in full force and effect for a term of ten (10) years from the Effective Date (the "Initial Term"), unless the Agreement is sooner terminated in accordance with any applicable provision of the Agreement.
- (b) This Agreement may be continually renewed for additional terms of five (5) years upon the same terms and conditions provided herein upon mutual written agreement of the Parties at least sixty (60) days prior to the expiration of the Initial Term or of any extension of this Agreement.

### **ARTICLE 3**

### COMMENCEMENT OF SERVICE

The terms of this Agreement shall become effective on the Effective Date.

### **ARTICLE 4**

### **DESCRIPTION OF SERVICE**

- (a) Company agrees to furnish to Customer and Customer agrees to accept from Company electric power and energy, as provided for herein, on its premises located in Columbia, South Carolina. Company agrees to deliver the electric power in the form of three (3) phase alternating current at a frequency of approximately sixty (60) hertz and at a nominal voltage of 115,000 volts. Company's delivery points shall be as designated in Appendix C on substation single line drawing.
- (b) Customer shall be responsible for extending and connecting service conductors to the point of service with approved connectors, furnished at Customer's expense.
- (c) The Company is the holder of certain easements which permit Company to enter upon, use, and occupy certain real property owned by Customer in Columbia, South Carolina (the "Easements"), under terms and conditions which are not subject to the continuing ratemaking jurisdiction and authority of the Commission, as well as certain rights of access to premises supplied with electric service as and for the purposes set forth in the Company's General Terms & Conditions for Electric Service (the "General Terms & Conditions") on file with and as approved

by the Commission, and the Rules and Regulations of the Commission ("Commission Rules"), as amended from time to time.

- (d) In lieu of the requirement in Article 4, Sections (a) and (b) above, Customer has requested and Company has agreed to provide electric transformation from 115,000 volts to 13,800 volts and voltage regulating services, and Customer agrees to compensate Company for such service as specified in Article 5, Section (d).
- (e) Company's substation facilities consist of two (2) 115/13.8 kV, 22.4 MVA transformers, together with all necessary conductors, switches, relays and control devices for delivering to Customer the services provided by the Company, all located in Company's substation on Customer's premises. The combined capacity of these transformers allocated to the Customer is hereby agreed to be 44.8 MVA.
- (f) Company and Customer shall work together to coordinate use of the Economy Power, Standby Power and Maintenance Power described herein under the provisions contained in Appendix A. Such coordination shall include, but not be limited to, the following:
  - (1) Each business day by 4:00 p.m., twenty-four (24) hourly prices (Real Time Pricing or "RTP") consisting of the non-binding, estimated hourly incremental fuel or purchased energy cost for the following day will be communicated to the Customer via a method specified by the Company. Prices for weekends, including Mondays and holidays, may be communicated to the Customer by 4:00 p.m. the business day prior to the weekend or holiday. Holidays are defined in the conventional Company tariffs. It is the Customer's responsibility to notify the Company if the hourly cost estimates are not available or retrievable. Such estimates are not binding for billing purposes and the actual Energy Charge shall be calculated based on actual costs in accordance with Appendix A.
  - (2) Company shall provide Customer with: the same email advisories in advance of potential high Real Time Pricing ("RTP") prices that it sends its RTP customers, the same email advisories warning of the potential for curtailments that it sends to its interruptible customers, and the same email notice of price increases that it sends its RTP customers who are subject to significant intra-day price increases. Due to the facts that Customer is billed based on the ex post highest cost generation unit or purchased power, and Company does not have an precise method of predicting these costs, Customer acknowledges that Company may not always be able to provide Customer with timely notice that a significant price change has occurred or is expected to occur over the estimated costs made available through item (f)(1). Company agrees to include Customer on any communication methods that may be developed in the future that would assist Customer in making timely economic dispatch decisions. Company shall have no liability arising from or relating to such advisories or lack therefore, and Company cannot guarantee successful email or facsimile delivery to Customer.
  - (3) Customer's representative shall call Company's System Control Room prior to midnight to request permission to use Economy or Standby Power which will then

be available for the next day. It is understood that the Company can withdraw such permission at any time using the notice provisions contained in Appendix A.

(g) The Parties agree and acknowledge that the provisions of Appendix A to this Agreement labeled Company Supplied Kilovolt Amperes Reactive and Minimum Charge do not apply to this Agreement.

### **ARTICLE 5**

### **PURCHASE PRICE**

(a) Customer shall pay Company monthly an amount as determined in accordance with Appendix A and Appendix B.

### (b) Supplemental Power

- 1. "Supplemental Contract Demand" shall be the firm maximum kW level selected by the Customer for Supplemental Power to be provided under Rate 23 in Appendix B. The Supplemental Contract Demand is 5,000 kW. Customer may increase the Supplemental Contract Demand at any time upon thirty (30) days written notice to the Company. During the first twelve (12) months of the Initial Term, Customer may decrease the Supplemental Contract Demand one (1) time. During the remaining Term of this Agreement, Customer may reduce the Supplemental Contract Demand a maximum of two (2) additional times by an amount not to exceed twenty percent (20 %) of the previous Supplemental Contract Demand. Any such reduction requested shall remain in effect for a period of at least twelve (12) months. Customer shall provide thirty (30) days written notice prior to any requested reduction.
- 2. Supplemental Power shall be billed in accordance with the Rate 23 tariff attached in Appendix B.
- 3. The High-Voltage Discount specified in Rate 23 for 115 kV shall apply.

### (c) Economy, Standby and Maintenance Power

- 1. All demand and energy in excess of the Supplemental Contract Demand during any given 15-minute interval shall be billed under either Economy, Standby or Maintenance Power rates as described in Appendix "A".
- 2. All energy in excess of Supplemental Contract Demand shall be billed as Economy Power as long as the Customer's Generator is on line and Maintenance Power has not been scheduled for that day. The Parties acknowledge that the data used by Company for determining the fuel cost of the highest cost generation unit or purchased power per Appendix A is intended to reflect the highest cost incremental unit dispatched or energy purchased in the hour for native load that includes the load of the Customer.

- 3. In the event the Generator metering fails to register generated power during a 15-minute interval during a given day and Maintenance Power has not been approved for that same day, then all energy and demand for that day in excess of the kW or kWh provided through Supplemental Power shall be billed as Standby Power.
- 4. In the event Customer wishes to schedule firm Maintenance Power then Customer shall contact Company and provide Company with dates and anticipated daily loads. The Company shall review all pertinent data and make a determination whether it can support Maintenance Power or not. Once Maintenance Power has been approved by Company, approval for specified days cannot be withdrawn.
- 5. Since the point of delivery is at 115 kV, the Standby Power and Maintenance Power demand charges in Appendix A, reflect a high-voltage discount as specified in Rate 23.

### (d) Facility Charges

- 1. Customer will continue to pay a charge for "Extra" facilities in lieu of that required pursuant to prior agreements between the parties respecting said "Extra" facilities.
  - a. Facility Charge 1 "Extra" facilities are defined as line, substation, and other equipment requested by the Customer in addition to that which is normally furnished by the Company for standard service. These "Extra" facilities requested by the Customer consist of a second 115 kV line to the Customer's substation, increased conductor size on the existing line to the Customer's substation, and the installation of motor operated 115 kV switches and reconductored bus in the Customer's substation. The investment in the facilities (Facility Charge Cost Basis) described in Appendix E is hereby agreed to be company's investment in these facilities and the expense incurred in owning, operating and maintaining the same, Customer agrees to pay the Company an additional monthly facility charge of for the excess investment and expense incurred by Company.
  - b. Facility Charge 2 Generator Metering is defined as the metering required to measure the output of the Customer's Generator. The cost of "Extra" facilities is described in Appendix E, attached hereto and made a part hereof. The investment in the facilities (Facility Charge Cost Basis) described in Appendix E is hereby agreed to be solved. In consideration of the Company's investment in these facilities and the expense incurred in owning, operating and maintaining the same, Customer agrees to pay the Company an additional monthly facility charge of solved for the excess investment and expense incurred by Company.

- 2. In lieu of the requirement that Customer be responsible for extending and connecting service conductors to Company's transmission system at Customer's expense described in Article 4(b), the Customer has agreed to pay a monthly Facilities Charge and in return Company agrees to provide "customer substation" services for Customer's load above its Supplemental Contract Demand.
  - a. Facility Charge 3 The Company's investment in the 115/13.8 substation at Shaw is currently supported by a Supplemental Contract Demand of \_\_\_\_\_\_\_. In the event Customer is unwilling to contract for a total of \_\_\_\_\_\_\_ then a monthly facility charge shall be assessed for the shortfall. This shall be calculated based on the kW shortfall / times the installed cost of substation times facility charge rate listed below. The investment in the facilities (Facility Charge Cost Basis) described in Appendix E is hereby agreed to be \_\_\_\_\_\_\_. Based on the kW of Supplemental Contract Capacity and in consideration of the Company's investment in these facilities and the expense incurred in owning, operating and maintaining the same, Customer agrees to pay the Company an additional monthly facility charge of \_\_\_\_\_\_ for the excess investment and expense incurred by Company.
- 3. The facility charge rate, currently per month, is subject to change from time to time, but not more often than once a year based on Company's related changes in cost factors. The base on which the facility charges is calculated is subject to change with a corresponding change in the current value of any covered unit(s) of capital in the event of a required replacement of major components. This charge shall be in addition to all other sums due under this contract.

### **ARTICLE 6**

### **PAYMENT**

(a) Company shall determine the quantity of electric power and energy purchased by Customer during each hour of the billing period, based upon the metered values obtained in accordance with Article 7 of this Agreement, and shall determine the purchase price for such power and energy in accordance with applicable Supplemental, Economy, Standby and Maintenance Power schedules included in Appendices A and B. Company shall bill Customer for such electric power and Customer shall remit payment per Company's General Terms & Conditions, as amended from time to time.

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### **ARTICLE 7**

### **METERS AND METERING**

- (a) All metering equipment is installed on the 13.8 kV side of the two (2) power transformers. Company will use load and no load loss factors to calculate all load quantities on the 115 kV side of transformers. Loss adjusted meter values will be used to determine kilowatts and kilowatt-hours purchased during each 15-minute interval at a nominal voltage of 115 kV, as well as total electric power purchased per billing period under the terms of this Agreement. Loss adjustment factors and calculations are detailed in Appendix D.
- (b) Company shall maintain all installed metering equipment and ensure accuracy by normal testing and calibration in accordance with the Company's General Terms & Conditions and the Commission Rules, as amended from time to time.
- (c) Customer may request, at any time, a test of the accuracy of any metering equipment installed pursuant hereto, and shall bear the costs thereof in the event that the meter proves to be accurate within allowances of the Company's General Terms & Conditions and applicable Commission Rules, as amended from time to time. In the event errors greater than allowed are discovered, the cost of the test shall be at the expense of Company. The results of all meter calibrations or tests, whether or not performed at Customer's request, shall be open to examination by Customer at all reasonable times.
- (d) Retroactive billing adjustments for errors found as a result of any test shall be made in accordance with the Company's General Terms & Conditions and applicable Commission Rules, as amended from time to time.
- (e) Company shall read its meters in accordance with its normal operating procedures, which require monthly readings, in order to determine the amount of purchase by Customer under the terms of this Agreement.

### **ARTICLE 8**

### TRANSMISSION PLANNING

All load in excess of Supplemental Contract Demand will not be accounted for when planning the DESC Transmission System. Consequently, it is possible that under certain conditions when Customer's Generator is off-line that Company may not have adequate transmission capability to serve Customer's load in excess of Supplemental Contract Demand as set forth below.

### **ARTICLE 9**

### LOAD INCREASE

If Customer contemplates a load increase which may exceed the maximum substation capacity stated in Article 4, Section (e), Customer shall give Company written notice of planned increase,

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with sufficient lead time for Company to enlarge its facilities. In such cases this Contract may be amended by mutual consent of the Parties to reflect any changes in the service characteristics. applicable charges or conditions of service.

### ARTICLE 10

### INSPECTION OF CUSTOMER'S EQUIPMENT

Company's right of ingress and egress over and upon certain real property owned by Customer in Columbia, South Carolina to maintain, operate or inspect any of Company's equipment, or to inspect the equipment of Customer, is as set forth in the Company's General Terms & Conditions, the Commission Rules, and the Easements. Company shall be under no obligation to inspect Customer's equipment or to communicate the results of any such inspection to anyone: provided. however, that Customer shall be entitled to obtain the results of any such inspection via a postinspection request.

### **ARTICLE 11**

### **BREACH OF CONTRACT**

In the event that a Party breaches any of the material terms or conditions of this Agreement ("Material Default") and fails to cure said breach as set forth below, the other Party, subject to the provisions of this Article 11, shall have the right to terminate this Agreement. The non-breaching Party shall first provide written notice by registered or certified mail of such breach to the other Party, which Party shall cure the breach as soon as reasonably possible. If such breach is not cured within twenty (20) days, or such reasonable time as the Parties may mutually agree upon in writing, the non-breaching Party may then exercise its right to terminate this Agreement by sending a written notice thereof to the other Party.

### **ARTICLE 12**

### **TERMINATION**

Should Customer terminate this contract and disconnect service for any reason other than an uncured Material Default by Company in accordance with Article 11, either during the initial term or any extension thereof unless waived as provided for herein, Customer shall pay to the Company for all facilities directly assignable to service for Customer a termination charge equal to (a) the total installed cost of facilities dedicated solely for serving Customer, (b) less any Customer contribution to construction, (c) less accumulated depreciation of the facilities funded by Company, (d) less salvage value of all facilities dedicated solely for serving Customer, (e) plus the cost of removal (including any associated environmental investigation/remediation costs related to a spill or release of hazardous substances caused by Customer or those paid or incurred by the Company which were not the result of negligence on the part of the Company, its employees, or agents), all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Customers who

terminate prior to the expiration of the initial term or any extension thereof may also be required to pay to Company a demand termination charge equal to 90% of the Supplemental Contract Demand in effect at the time of termination times the demand rate in effect at the time of termination times the number of months remaining in the contract period.

Company may waive a portion or all of the termination charges where (1) a successor contract is executed prior to termination of this Contract, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) Customer and Company mutually agree to terminate this agreement and enter into a new Agreement. If deregulation should occur during the term of this contract, the above demand termination charge, after deregulation, will be determined by appropriate governing authority(ies) rules at that time. The termination charges above shall not preclude additional termination charges approved by the Commission or imposed by law.

### **ARTICLE 13**

### **CREDITWORTHINESS**

Company, in order to satisfy itself of the ability of the Customer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Customer agrees to assist in these reviews by providing financial information and at the request of the Company, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

### **ARTICLE 14**

### ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion.

### **ARTICLE 15**

### FORCE MAJEURE

Company shall not be liable to Customer hereunder, nor shall Customer be liable to Company hereunder, by reason of failure of Company to deliver or Customer to receive electricity as the result of fire, strike, labor trouble, riot, explosion, flood, accident, breakdown, act of God, or the public enemy, or other acts reasonably beyond the control of the Party affected; it being the intention of each Party to relieve the other of the obligation to supply electricity or to receive and pay for electricity when, as a result of any of the above-mentioned causes, either Party may be unable to deliver or use in whole or in part the electricity herein contracted to be delivered or received. Both Parties shall be prompt and diligent in removing and overcoming the cause or

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causes of said interruption, but nothing herein contained shall be constituted as permitting Company to refuse to deliver or Customer to refuse to receive electricity after the cause of interruption has been removed.

### **ARTICLE 16**

### INTERRUPTION LIABILITY

The Company's liability to Customer for interruptions in service shall be in accordance with the Company's General Terms & Conditions and the Commission Rules.

### ARTICLE 17

### IMPAIRED SERVICE

Customer shall be responsible for installing and maintaining on its system such protective equipment as necessary for prudently protecting its equipment from single phase conditions, momentary interruptions, or voltage fluctuations arising from conditions on its system or from Company's supply lines. Customer shall not operate its equipment in such manner as to impose voltage flicker, surges, or harmonics on Company's system that adversely affects the Company's system or its service to other Customers. Adverse conditions verifiable as of Customer origin shall be corrected promptly by Customer or upon Notice Company may discontinue service until the conditions are corrected. Customer agrees to keep Company equipment unencumbered and accessible at all times.

### **ARTICLE 18**

### HOLD HARMLESS

Company and Customer do respectively assume full responsibility for the maintenance and operation of the facilities owned and/or operated by each, and each shall indemnify and except as hereafter limited, shall hold the other Party and its directors, officers, employees, agents, stockholders, and affiliates (collectively, Indemnified Parties") harmless from any loss resulting from bodily injury (including death) or damage of property arising directly or indirectly out of any negligent or willful act or failure to act on the part of the indemnitor, the indemnitor's employees, or the indemnitor's agents in the installation, maintenance, operation, replacement and/or removal of the facilities owned and operated by each. Neither party shall be liable to the other in any event, whether in contract, tort or otherwise, for any loss of revenue, profits, use of production, costs of capital or purchased or replacement power, interest, business interruption, claims of customers or any other incidental, indirect or consequential damages of any nature whatsoever. Customer(s) acknowledge(s) the presence of overhead and/or underground power lines and understands that contact with them could cause serious injury or death.

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### **ARTICLE 19**

### PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

This Contract, the Billing Rates referenced on Appendices A and B, and all services rendered hereunder, are subject to the Company's General Terms & Conditions and the Commission Rules. as the foregoing now exist or may be amended in the manner prescribed by law. The Billing Rate and General Terms & Conditions are attached and made a part hereof; Commission Rules are made a part hereof by reference and are available upon request. This Agreement is specifically intended to survive deregulation or retail access.

The Customer agrees to support the Company in its request to the Commission to approve the Contract and to protect the confidential information contained within the Contract. This Contract is subject to the approval of the Commission, and any and all provisions herein are subject to change by order(s) of the Commission by lawful exercise of its regulatory functions and authority. The Customer and the Company agree that neither party will request that the Commission amend the terms of the Contract without the consent of the other party, provided, however, that the Company is not required to obtain the Customer's consent prior to making filings seeking changes to DESC's General Terms & Conditions on file with the Commission or to any of DESC's tariffed rates (where such changes are generally applicable to all customers on the tariffed rate), even though such changes may impact the Contract.

### **ARTICLE 20**

### OTHER PROVISIONS

- (a) It is expressly understood and agreed that this Agreement is subject to change, modification, or annulment by the Commission at any time, and that this contract, the charges above-mentioned, and all services rendered hereunder are all subject also to the Company's General Terms & Conditions and the Commission Rules, as the same now exist or may hereafter be amended.
- The agreements and covenants of Customer herein shall run with its said plant and (b) premises hereinbefore mentioned as a contract operating in the future, so as to hold and bind the owners thereof until the completion of the full term of this contract unless so relieved by Company by an instrument in writing by an authorized official of Company.
- The terms and conditions of the contract cannot be added to, varied or waived, either verbally or in writing except by an authorized official of both Parties, in writing.
- To the extent not inconsistent with the terms of this Agreement, the provisions of the Company's General Terms & Conditions shall apply.
- This Agreement supersedes all prior and contemporaneous understandings, (e) agreements, representations and warranties, both written and oral, with respect to the same services.

- (f) Company agrees to design, build, operate, repair, and maintain its system used to provide service under this Agreement in accordance with Good Utility Practice and the Company's General Terms & Conditions. Company also agrees to follow and comply with its own standards and procedures with respect to any action or obligation that is required or allowed under this Agreement.
- Agreement intend to bar, prohibit, or preclude in any way Customer's ability to: (i) take service under any other applicable Company tariff to which Customer is eligible; (ii) participate in any Company tariff or program whereby Customer would be entitled to or receive compensation or credit based on Customer's ability to modify its dispatch of the Generator or Customer's usage or demand at the facilities it owns and operates in Columbia, South Carolina; or (iii) sell or otherwise convey any attributes of electric power and energy, including but not limited to any renewable energy credits, from the Generator, as allowed under applicable law. This Agreement is dependent upon Customer delivering all excess power and energy from the Generator to the Company. In the event, Customer elects to contract to sell any of the power and energy from the Generator to a third party, then this Agreement will be null and void. For the avoidance of doubt, the Parties confirm that the power and energy referenced in this subsection (g) does not include any renewable energy credits or other attributes of the electric power and energy from the Generator.
  - (h) Rules of Interpretation. Unless a clear contrary intention appears:
    - (i) the singular number includes the plural number and vice versa;
  - (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
    - (iii) reference to any gender includes each other gender;
  - (iv) reference to any agreement, document or instrument means that agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
  - (v) "hereunder," "hereof," "hereto," and words of similar import will be deemed references to this agreement as a whole and not to any particular section or other provision hereof;
  - (vi) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
    - (vii) "or" is used in the inclusive sense of "and/or"; and
  - (viii) references to documents, instruments, or agreements include addenda, exhibits, schedules, or amendments thereto unless a contrary intention is stated.
- (i) Customer requests and Company hereby agrees to keep the terms of this Contract confidential. Neither party shall disclose directly or indirectly without the prior written consent of

the other party the terms of this Contract to a third party except (i) in order to comply with any applicable law, order, regulation, or exchange rule; (ii) to the extent necessary for the enforcement of this Contract; or (iii) to its employees, lenders, counsel, accountants and other agents on a need-to-know basis for the analysis of business issues related to this Contract, provided such persons shall have agreed to keep such terms confidential. The existence of this Contract is not confidential.

(j) This agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this agreement to be construed or interpreted against any Party will not apply to any construction or interpretation hereof.

### **ARTICLE 21**

### NOTIFICATIONS AND COMMUNICATIONS

The Parties shall establish communications sufficient to satisfy each other's needs as to notifications, availability, and appreciable load changes and pricing, to include acceptable limits beyond which either Party's operations may be adversely affected. Written requests for acknowledgments may be required by either Party of the other.

Each Party agrees to designate in writing for each operational function specified in this Agreement the name and contact information for the person constituting the primary point of contact for each such function. Such operational contacts are designated solely for the purpose of facilitating operational efficiency and do not limit the authority of other person's to speak on such operational issues or the ability on the statements by other persons of the other Party with respect to such operational issues. Contact information shall include business telephone numbers, cellular/mobile phone telephone numbers, email addresses, and street addresses of the contact persons listed, and such contact persons shall be generally available at all reasonable hours.

IN WITNESS WHEROF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

### SHAW INDUSTRIES GROUP, INC.

BY: Frederick L. Hooper III

NAME: Frederick L. Hooper III

TITLE: Assistant Secretary

### **DOMINION ENERGY SOUTH CAROLINA, INC.**

BY: TUNTOSAM

NAME: W. Keller Kissam

TITLE: President, Electric Operations

### APPENDIX A

### ECONOMY, STANDBY & MAINTENANCE POWER PRICING PROVISION

### **ADMINISTRATIVE CHARGE**

per billing month, in addition to all other charges.

### **ECONOMY POWER**

Economy Power supplied hereunder shall be considered as displacing electric energy that otherwise would have been generated by the Customer from its own available and operational electric generating facility.

Upon request by the Customer, and when available and authorized by the Company's dispatcher, the Customer may receive Economy Power. Authorization for Economy Power shall not be unreasonably withheld. A determination of unavailability shall not be unreasonably made. Any unauthorized use of Economy Power will be billed as Standby Power.

### RATE PER MONTH

Demand Charge: None

**Energy Charge: ON-PEAK OFF-PEAK** 

Fuel cost of highest cost generation unit or purchased

power (other than co-

generation) plus

kilowatt hour.

Fuel cost of highest cost

generation unit or purchased power (other than co-

generation) plus kilowatt hour.

Applicable taxes will be added to the above charges.

### **STANDBY POWER**

All power delivered other than that authorized and identified as Supplemental Power or Economy Power above or Maintenance Power below shall be considered Standby Power. All rates and charges for Standby Power shall apply to the kW or kh in excess of the kW or kh provided through Supplemental Power.

### RATE PER MONTH

On-Peak Hours Demand Charge	
Months of June-September	per kW per day of on-peak billing demand.
Months of October-May	per kW per day of on-peak billing demand.
Off-Peak Hours Demand Charge	per kW per day of off-peak billing demand.
Energy Charge:	Same as that for economy power above.

The On-Peak billing demand (to the nearest whole kW) shall be the maximum integrated fifteenminute demand measured (which may be on a rolling time interval) during the on-peak hours of any day in which standby power is taken.

The Off-peak billing demand (to the nearest whole kW) shall be the positive difference of the maximum integrated fifteen-minute demand measured (which may be on a rolling time interval) during the off-peak hours of any day in which standby power is taken minus the on-peak billing demand.

### **Determination of On-Peak and Off-Peak Hours**

### A. On-Peak Hours during Summer Months:

June-September:

The on-peak hours are defined as the hours between 1:00 p.m. - 9:00p.m., Monday-Friday excluding holidays.\*

### B. On-Peak Hours during Non-Summer Months:

May & October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m. - 9:00 p.m. Monday-Friday, excluding holidays.\*

November - April:

The on-peak, non-summer hours are defined as those hours between 6:00 a.m. - 12:00 noon and 5:00 p.m. - 9:00 p.m. Monday- Friday, excluding holidays.\*

### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day.

### **CURTAILMENT NOTIFICATION**

The Company, at its discretion, may at any time direct Customer to reduce its "Economy Power" and/or "Standby Power" take to zero or to a kW level prescribed by the Company, and Customer agrees to reduce its take to the specified level as quickly as practicable, but within 4 hours during non-emergency conditions and within 10 minutes during emergency conditions, as directed by the Company. However, the Company at its discretion, reserves the right to terminate Economy Power and/or Standby Power at any time and without prior notice. The Company also reserves the right to record verbal load reduction directives. For each incident during the billing period that Customer fails to reduce its take to the Level prescribed by the Company, there will be an additional charge of the period per day for each excess kW taken.

### **LIMITING PROVISION**

The Standby Power rate will be available for annual hours of consumption beginning in May and ending in April.

If the Account exceeds hours of standby service, the account will be billed on Large General Service Time of Use Rate 24 with Option C of the interruptible service rider through the following April.

In addition, all standby service rendered prior to the account exceeding hours shall be billed retroactively until the prior May based on the rate above.

Economy Power shall he authorized by Company for a 24-hour period (Economy Power Day) beginning at 12:01 a.m. on a given day and ending at 12:00 midnight on the following day. In order to receive Economy Power over an Economy Power Day, Customer must inquire as to the availability of such power no earlier than one hour and no later than 15 minutes before the commencement of such twenty-four hour period.

If Standby Power is received by Customer during any part of a day, even if Economy Power is authorized during another part of the day, Customer shall he liable for (a) the energy charge applicable to Standby Power received in that day and (b) the On-Peak Demand Charge and Off-Peak Demand Charge for that day.

Economy Power shall be considered available over a given Economy Power Day whenever Company authorizes same.

### **MAINTENANCE POWER**

Maintenance Power may be requested by Customer when the Generator is partially or totally unavailable due to scheduled maintenance. Maintenance Power shall he requested in advance and becomes scheduled maintenance with the approval of Company. Once scheduled, Maintenance Power becomes Firm. All rates and charges for Maintenance Power shall apply to the kW or kWh in excess of the kW or kWh provided as Supplemental Power.

Demand Charge -		of daily billing de	mand
Energy Charge -	-		

The billing demand (to the nearest whole kW) shall he the maximum integrated fifteen-minute demand measured, (which may he on a rolling time interval), during each day of the scheduled maintenance period.

The maintenance energy charge will apply to those kWh occurring during the scheduled maintenance period. Fuel costs of per kWh are included in the maintenance energy charge and subject to adjustment by the Public Service Commission of South Carolina.

### POWER FACTOR ADJUSTMENT

The Customer shall maintain a power factor of as near unity as is practicable. If the power factor of the Customer's installation falls below 85%, the Company will adjust the appropriate billing demand to a basis of 85% power factor. The calculation of Power Factor shall include the positive or negative VAR contribution from the power generated by Customer's Generator.

### COMPANY SUPPLIED KILOVOLT AMPERES REACTIVE

Kilovolt Amperes Reactive will be measured on an integrated fifteen minute basis. The maximum kVAR supplied by the Company during any fifteen minute interval when kilowatts are not supplied shall he billed at per kVAR per month.

### MINIMUM CHARGE

The annual minimum charge shall be per kW times the greater of: (1) 50% of the actual maximum recorded kW On-Peak Billing Demand occurring during the current contract year or (2) 50% of the contracted standby kW load.

### RENEWABLE ENERGY RESOURCES

A charge of \$100.00 per month will be added to the charges above for the recovery of approved Distributed Energy Resource Program Incremental Costs.

All charges included in this Appendix A will be adjusted for any changes to the Company's rate schedules approved by the Public Service Commission of South Carolina. Examples include, but are not limited to: 1) Adjustments for Fuel, Variable Environmental & Avoided Capacity, and Distributed Energy Resource Costs; 2) Demand Side Management Component updates; 3) Pension Cost Component updates; 4) Storm Damage Component updates; 5) Tax Riders; and 6) Retail Electric Rate Proceedings.

## APPENDIX B FIRM BASELOAD RATE

### RATE 23

PUBLIC VERSION INDUSTRIAL POWER SERVICE

### **AVAILABILITY**

This rate is available to any customer classified in the major industrial group of manufacturing with 10-14 or 20-39 as the first two digits of the Standard Industrial Classification or 21 or 31-33 as the first two digits of the six digit North American Industry Classification System using the Company's standard service for power and light requirements and having a contract demand of 1,000 KW or over. It is not available for resale service.

### CHARACTER OF SERVICE

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation,

### RATE PER MONTH

I. Basic Facilities Charge \$ 1,875,00

II. Demand Charge:

All KW of Billing Demand @

14.60 per KW

The billing demand (to the nearest whole KW) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months of June through September in the eleven preceding months; or (3) sixty (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 1,000 KW.

The customer shall maintain a power factor of as near unity as practicable. If the power factor of the customer's installation falls below 85%, the Company will adjust the billing demand to a basis of 85% power factor.

III. Energy Charge:

All kWh @

\$ \_0,04226 per kWh

### DISCOUNT

A discount of \$0.60 per KW of billing demand will be allowed when the service is supplied at a delivery voltage of 46,000 volts or higher.

### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. It shall also include the basic facilities charge as stated above, and the Distributed Energy Resource Program charge, as stated below. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

### ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL & AVOIDED CAPACITY, AND DISTRIBUTED ENERGY RESOURCE COSTS

Fuel costs of \$.02502 per kWh are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina. A charge of \$100.00 per account per month will be added to the charges above for the recovery of approved Distributed Energy Resource Program incremental costs.

### **DEMAND SIDE MANAGEMENT COMPONENT**

The energy charges above include a DSM component of \$.00093 per kWh for Demand Side Management expenses.

### PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of \$.00033 per kWh as approved by the Public Service Commission of South Carolina.

### STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

### CAPITAL COST RIDER COMPONENT

The above charges reflect the Capital Cost Component Rider adjustment as approved by the Public Service Commission of South Carolina.

### **TAX RIDER**

The above charges will be reduced by 3.07% to reflect the Tax Rider as approved by the Public Service Commission of South Carolina.

### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

### PAYMENT TERMS

All bills are net and payable when rendered.

### **SPECIAL PROVISIONS**

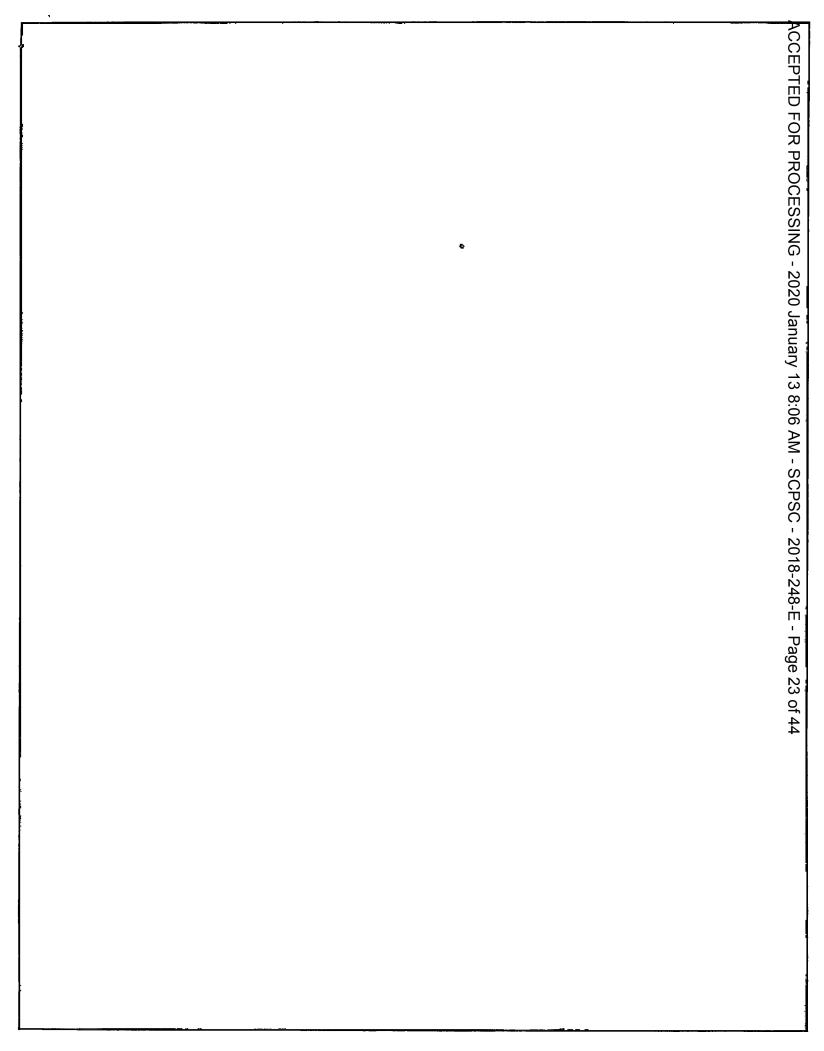
The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

### TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

### GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.



### APPENDIX D

### TRANSFORMER LOSS ADJUSTMENTS

### Appendix D **Transformer Loss Compensation**

### **DESC Transformer Loss Calculations** for MV90 application

WATTS	Core (Iron) Losses Winding (Copper) Losses	WIL from transformer test report WCL from transformer test report	MV90 Application WILC = WIL/V**2 WCLC = WCL/ I**2
VARS	VARS Iron Loss VARS Copper Loss	VIL = [(Rated KVA * 1000 * % Exciting Current/100)**2 - WIL**2] ** 0.5 VCL = [(Rated KVA * 1000 * % Impedence/100)**2 - WCL **2] **0.5	VILC = VIL/V**2 VCLC = VCL/I**2
Data required from Rated KVA WIL - No load losses WCL - Full Load Los % Exciting Current			
% Impedence Rated Voltage			
MV90 Master File R WILC WCLC VILC VCLC	equirements	Source Calculated constant Calculated constant Calculated constant Calculated constant Calculated constant	
Volts Constant PT Ratio Service Losses Option		Rated voltage of service (if meter doesn't record voltage, P-N for WYE, P PT Ratio X Volts Constant = Rated Voltage Indicate WYE or Delta service Indicate whether losses should be added or subtracted	-P for Delta))

V = phase-to-neutral voltage for 4 Wire, 3 Phase and phase-to-phase voltage for 3 Wire, 3 Phase systems I - calculated within MV90 for each 15 minute interval using calculated KVA as basis

### **Loss Compensation Summary**

Transformer Base Rating (kVA)		10% Load			100% Load				
transtormer	Base Rating (kVA)	kW	kVAR	kVA	PF	kW	kVAR	kVA	PF
Bank 2	22,400	24.9	121.8	124.3	20%	191.7	2,610.2	2,617.2	7%
Bank 3	22,400	23.6	87.6	90.7	26%	163.4	2,676.6	2,681.6	6%
TOTAL	44,800	48.5	209.4	214.9	23%	355.1	5,286.8	5,298.7	7%

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### Final valued to be calculated

Watt loss constant of the system due to the magnetizing inductance of the power transformer WILC

WCLC Watt loss constant of the system due to the impedance in the lines and windings of the power transformer

VILC VAR loss constant of the system due to the magnetizing inductance of the power transformer

VAR loss constant of the system due to the impedance in the lines and windings of the power transformer

## <u>Data required from transformer test report</u> Rated kVA

No load watt loss (WIL) Full load watt loss (WCL)

% Excitation % Impedance

Rated low voltage of transformer

### Data required from meter operations

PT Primary

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Westinghouse

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T1173

Transformer Info

XF Manufacturer XF Serial Number XF Company Number Yellow Cells - Input Values Blue Cells - Output Values

Manufacturer Test Report Data	<u>Data</u>	<u>Units</u>
Rated kVA	12000	kVA
WIL	21284	Watts
WCL @ FL	52670	Watts
% Excitation	0.761	
% Impendance	6.56	
Rated Low Voltage of Transformer	13800	Volts

### **Misc Calculations**

I @ Full load 502.04 Amps = Rated kVA \* 1000 / (sqrt(3) \* Rated Low Voltage of Transformer) 88805.03 VARs VIL = [(Rated KVA \* 1000 \* % Excitation/100)^2 - WIL^2] ^ 0.5 VCL 785436.00 VARs = [(Rated KVA \* 1000 \* % Impedance/100)^2 - WCL^2] ^ 0.5

### **Misc Information**

Type Service Delta Add/Subtract Losses Both Volts Constant 13800

### **Constants**

WILC 0.0001117622 = WIL / (Rated Low Voltage of Transformer) ^ 2 WCLC 0.2089682250 = WCL / (I @ Full load) ^ 2 VILC 0.0004663150 = VIL / (Rated Low Voltage of Transformer) ^ 2 **VCLC** 3.1162173325 = VCL / (I @ Full load) ^ 2

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Given:		
KW	22400	
KVAR	0	
Voltage @ Meter (P-N)	120	
KVA	22400.00	
PF	1.00	
PT Ratio	1,20:.00	
Transformer Secondary Voltage (P-P)	<sup>**</sup> 14400.00	
WILC	0.0001117622	
WCLC	*0.2089682250	
VILC	* 0.0004663150	
VCLC	3.1162173325	

22591.73 0.85 2610,19 \*\*100.00

### MV90 Calculated Values (each interval)

Amps	898.10
WIL	23175.02
WCL	168550,50
Total Watts Loss	191725.52
VIL	96695.08
VCL	2513492.17
Total Vars Loss	2610187.25

Total System KW	New and games
Percent KW loss at meter	
Total System kVAR	
Percent KVAR loss at meter	* **

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Transformer Info XF Manufacturer XF Serial Number XF Company Number	McGraw-Edison C-04346-5-1 T1369	
Manufacturer Test Report Data	<u>Data</u> <u>Units</u>	Notes/Formulas
Rated kVA	12000 KVA	
WIL	20420 Watts	
WCL@FL	44114 Watts	
% Excitation % Impendance	0.5	
Rated Low Voltage of Transformer (P-P)	6.82 13800 Volts	
Misc Calculations		
I @ Full load	* 502.04 Amps	= Rated kVA * 1000 / (sqrt(3) * Rated Low Voltage of Transformer)
VIL	56418.29 VARs	= [(Rated KVA * 1000 * % Excitation/100)^2 - WIL^2] ^ 0.5
VCL	" 817210.20 VARs	= [(Rated KVA * 1000 * % Impedance/100)^2 - WCL^2] ^ 0.5
Misc Information		
Type Service	Delta	
Add/Subtract Losses	Both	
Volts Constant	13800	

= WIL / (Rated Low Voltage of Transformer) ^ 2

= VIL / (Rated Low Voltage of Transformer) ^ 2

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KW	22400
KVAR	0
Voltage @ Meter (P-P)	120

KVA	22400.00
PF	1.00
PT Ratio	120.00
Transformer Secondary Voltage (P-P)	14400.00
WILC	0.0001072254
WCLC	0,1750222950
VILC	0.0002962523
VCLC	3.2422814783

### **MV90 Calculated Values (each interval)**

Amps	8_98.10
WIL	22234.25
WCL	141170.25
Total Watts Loss	163404.50
VIL	61430.88
VCL	2615173.54
Total Vars Loss	2676604.42

Total System KW				
Percent KW loss at meter				
Total System kVAR				

Total System KW	22,563.40
Percent KW loss at meter	0.72
Total System kVAR	2676.60
Percent KVAR loss at meter	₹ 100.00
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	# 6 75°C (2 °C (Esp #2 °C (Esp #2 Hinding	(13500A Corns) si 6 75°C (23900Y Corn c'C (Tep "C") c'C (Tep "E")  Hinding	(13500A Corn.)  Si a 75°C (23900Y Corn.)  CC (Tap "C!)  CC (Tap "E!)  Hinding  KVA  E.V.  L.Y.	(13800A Conn.)  Si G 75°C (23900Y Corn.)  (°C (Tap "E")  (°C (Tap "E")  Hinding  KVA 12000  E.V. h3.0  L.V. h2.6  35.b	31300   0.50   0.50   1.1h   6.62   0.366   6.61   0.366   6.61   0.60   0.50   0.50   0.366   6.61   0.52   0.5	31380   0.50   0.50   0.50   1.1h   6.62   0.368   6.61   0.368   6.61   0.60   0.50

ACCEPTED FOR PROCESSING - 2020 January 13 8:06 AM - SCPSC - 2018-248-E - Page 34 of 44

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McGRAW-EDISON POWER SISTERS DIVISION

T1369

Canonsburg, Pennsylvania

TRANSFORMER TEST REPORT

W.E.P.S. Div. Spec.: 13607

M.E.P.S. Div. Order: C-04346-5

Customer: South Carolina Electric and Gas Company Customer's Order: 51191

### SZRIAL NO. C-01/316-5-1

### W.M. COPPER LOSS AND & IMPEDANCE O 75°C

Transf. Connection	KVA	Copper Loss	∑ Impedance         6.61
119000 - 23900 Volts	12000	Copper Loss h3k05	
107000 - 23900 Volts	12000	ե5091	6.96

### RATIO TESTS

H.V.	Calculated	Tested Ratio			
	Ratio	H1H2	:11-43	52-33	
Tro A	8.6232	8.6409	8.6250	8.6233	
3	8_6055	8,6232	8.4062	8.14060	
Č	8.188h	8,2098	8.1921	8,1919	
Ď	7.9710	7.9902	7.9744	7.9741	
Ē	7.7536	7,7718	7.7565	7.7532	

The Polarity of this transformer was checked in each connection and found to be as indicated by the Polarity Diagram shown on Nameplate Brawing \$33472h.

Core Insulation Resistance in Regolms 0 22°C: 900. (Measured prior to shipment using a 500 Volt Hegger Meter.)

Date of Test - March 7, 1972

MICROFILMED

### APPENDIX E

### NON-STANDARD FACILITIES

### **Facility Charge 1**

### **Description**

Company has installed a second 115 kV tap, increased conductor size on the original tap, installed motor operated 115 kV switches and reconductored bus in the existing substation.

### **Installed Cost**

Built 115 kV line of 636 MCM ACSR to existing substation on additional right-of-way.	
Rebuilt original 115 kV tap using 636 MCM ACSR and utilizing original right-of-way.	
Installed motor operated switches at the Substation and reconductor bus.	
Line Work Upgrade (2015-16)  Total Cost of Non-Standard Facilities	

### Facility Charge 2

### **Description**

Company shall install extra metering package on Customer's Generator and Customer shall supply satisfactory location within plant to install metering cabinet. Company will supply its own current transformers and potential transformers which Customer shall install.

### **Estimated Cost**

Metering package for 7.9/13.8 kV wye	

Instrument transformers (CT's and PT's) to be installed by Customer	

### Facility Charge 3

### **Description**

Company's investment in Customer Substation serving Customer's plant is provided below.

### **Installed Cost**

Substation Cost	
Ground Grid Upgrade	

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 1 of 8)

### **GENERAL TERMS AND CONDITIONS**

### I. GENERAL

### A. FOREWORD

- In contemplation of the mutual protection of both Dominion Energy South Carolina, Inc. and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
- These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific Customers by contract.
- Dominion Energy South Carolina is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

### **B.** Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

### C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

### **D. Terms and Conditions**

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

### **E. Selection of Appropriate Rate**

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

### F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

### **G. Statements by Agents**

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 2 of 8)

### **II. DEFINITIONS**

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

### **III. CONDITIONS OF SERVICE**

### A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

### **B.** Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

### C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 3 of 8)

### D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 4 of 8)

### E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

### F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

### G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: For new services, the Company will install and maintain an overhead service drop for loads up to 300 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. The Company will maintain the overhead service drop for services existing prior to the effective date of these Terms and Conditions with loads up to 500 KVA. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 5 of 8)

### H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

### I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

### J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

- 1. In the event of a condition determined by the Company to be hazardous or dangerous.
- In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
- 3. In the event of unauthorized or fraudulent use of Company's service.
- 4. Unauthorized adjustments or tampering with Company's equipment.
- 5. Customer's failure to fulfill his contractual obligations.
- 6. For failure of the Customer to permit the Company reasonable access to its equipment.
- 7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
- 8. For failure of the Customer to provide the Company with a deposit.
- 9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 6 of 8)

- 10. The Company shall not furnish its service to any applicant who at the time of such application is indebted or any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
- 11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
- 12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
- 13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

### K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

### **IV. BILLING AND PAYMENT TERMS**

### A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

### **B.** Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 7 of 8)

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

### C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

### D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

### E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

### DOMINION ENERGY SOUTH CAROLINA, INC.

Electric (Page 8 of 8)

### V. COMPANY'S LIABILITY

### A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

### VI. MEASUREMENT OF SERVICE

### A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

### **B.** Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

### **VII. FORCE MAJEURE**

### A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-ofway or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.